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AGREEMENT

With

BLAIRSTOWN TOWNSHIP TEACHERS ASSOCIATION

And The

BOARD OF EDUCATION OF BLAIRSTOWN TOWNSHIP

THE COUNTY OF WARREN

NEW JERSEY

1975 - 76

## GRIEVANCE PROCEDURE

### A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the superintendent of schools and/or the Board of Education for their action. Meetings for clarification may be requested by either the PR & R Committee with the Board of Education or the Board may request a meeting with the Teachers Association.

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent, he may, within five (5) school days after a decision by the superintendent and/or Board of Education or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the Chairman of the PR & R Committee submit his grievance to arbitration. If the PR & R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the PR & R Committee. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5 (c) of this ARTICLE.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent of the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

## SECTION I

1. Blue Cross, Blue Shield and AETNA Major Medical will be provided to the employee and family at no cost to employee.
2. After ten years experience, five of which were in the Blairstown Township School District, teachers will receive an additional \$100.00 per year longevity increase until an annual increase of \$500.00 [REDACTED] is reached.
3. Teachers with nineteen years teaching experience, ten of which were in the Blairstown Township School District, will receive an additional longevity increase of \$500.00 per year.
4. Upon receipt of an official transcript, an additional \$100.00 will be added to the teacher's salary for each group of six credits, up to a maximum of thirty credits, or \$500.00. Credits must be earned after the teacher has received a certified teaching degree. An additional \$300.00 will be received by teachers who have earned a Master's Degree. Presentation of additional credits as mentioned above may only be made during the months of August and January to facilitate the drawing of contracts effective September first and February first. All credits presented to the Board of Education for payment must have had prior approval by the school administrator and all credits must be in the teacher's field of endeavor.
5. Credit for military service time up to two years will be granted at the time of initial employment. Time in excess of two years will be halved and included in the next contract. There is a limit of four years total credit for military service.
6. All teachers hired will be immediately "on grade," salary to be determined by years certified teaching experience in public schools.
7. Teachers will be allowed two days personal leave. This leave is nonaccrual.
8. Teachers will be allowed four sick days per year. These days will be accumulated.
9. Upon retirement teachers with twenty years experience, ten of which were in the Blairstown Township School District, will receive \$10.00 a day for half of their unused accumulated sick days up to a maximum of one hundred days (\$1,000.00).
10. At the time the contract is offered, the teacher will designate whether he chooses to have a ten or twelve month payment plan.

## SECTION III

## Salary Guide:

Years Experience	Contract Number	B. S.	Middle	Master + 30
0	1	\$ 9,400	10,200	10,500
1	2	9,875	10,675	10,975
2	3	10,350	11,150	11,350
3	4	10,875	11,675	11,975
4	5	11,475	12,275	12,575
5	6	12,100	12,900	13,200
6	7	12,750	13,550	13,850
7	8	13,400	14,200	14,500
8	9	14,050	14,850	15,150
9	10	14,700	15,500	15,800
10	11	15,350	16,150	16,450

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

BLAIRSTOWN TOWNSHIP  
TEACHERS ASSOCIATION

By William M. Tenney  
Its President

By Carol Midkiff  
Its Secretary

Date 3/18/75

BLAIRSTOWN TOWNSHIP  
BOARD OF EDUCATION

By Raymond H. Kunkle  
Its President

By Doris C. Lair  
Its Secretary

Date 3/18/75